

**DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD**

WOODLAND EDUCATION ASSOCIATION,
CTA/NEA,

Charging Party,

v.

WOODLAND JOINT UNIFIED SCHOOL
DISTRICT,

Respondent.

Case No. SA-CE-1934-E

PERB Decision No. 1433

May 4, 2001

Appearances: California Teachers Association by A. Eugene Huguenin, Jr., Attorney, for Woodland Education Association, CTA/NEA; Kronick, Moskovitz, Tiedemann & Girard by Robert A. Rundstrom and Stephen E. Chilcott, Attorneys, for Woodland Joint Unified School District.

Before Amador, Baker and Whitehead, Members.

DECISION

AMADOR, Member: This case comes before the Public Employment Relations Board (PERB or Board) on exceptions filed by both the Woodland Education Association, CTA/NEA (Association) and the Woodland Joint Unified School District (District) to a PERB administrative law judge's proposed decision dismissing the Association's unfair practice charge.

By letter dated January 26, 2001, the Association informed PERB that the parties had reached an agreement regarding several issues, including instructional minutes, the subject of the instant unfair practice charge. The letter stated:

Accordingly, the Charging Party [Association] hereby withdraws its charge, and requests that PERB both dismiss its complaint issued on November 22, 1999, and vacate PERB's proposed decision issued on June 30, 2000.

A copy of this letter was served on the District.

On February 6, 2001, PERB's appeals assistant wrote to the Association, stating that:

Because both the Association and the District have filed exceptions in this case, the Board is: (1) providing the District with an opportunity to state its position regarding the withdrawal and request to vacate the proposed decision; and (2) requesting that the Association provide us with a copy of the settlement agreement.

The record contains no indication that the District took advantage of the opportunity to respond to the February 6 letter within the time allowed. The Association responded by letter dated February 7, attaching a copy of the settlement agreement.

According to the agreement, the parties settled several matters. Paragraph 11 reflects the parties' agreement with regard to instructional minutes. Paragraph 12 states that "the Association will drop the pending unfair practice charge regarding instructional minutes."

After reviewing the record in this case, the Board finds that granting the Association's request is in the best interests of the parties and is consistent with the purposes of the Educational Employment Relations Act (EERA).¹

DISCUSSION

When parties are successful in settling a dispute that formed the basis for an unfair practice charge before PERB, the Board is often presented with a request to withdraw all, or part, of a case that has reached the appellate stage. We review each such request to determine whether granting it will effectuate the purposes of the EERA.

¹ EERA is codified at Government Code section 3540 et seq.

Where, as here, exceptions have been filed to a proposed decision, the Board is guided by PERB Regulation 32320, which provides:

(a) The Board itself may:

(1) Issue a decision based upon the record of hearing, or

(2) Affirm, modify or reverse the proposed decision, order the record re-opened for the taking of further evidence, or take such other action as it considers proper. [Emphasis added.]

The cited regulation gives the Board broadly-worded authority to dispose of a case in any fashion it deems appropriate. Here, the Association requested that the Board: (1) permit it to withdraw its charge; (2) dismiss the complaint; and (3) vacate the proposed decision. The Association also provided the Board with a copy of the settlement agreement.

After reviewing the parties' settlement agreement, it is plain that the parties did not reserve any issues upon which further review by PERB was desired.

The Board clearly has discretion to allow the withdrawal of a charge and complaint and to vacate the underlying proposed decision. (ABC Unified School District (1990) PERB Decision No. 831b (ABC) at p. 4.) The question is whether to exercise that discretion. The Board has made it clear that, in determining whether to grant a party's motion to withdraw a charge, it will not ignore a common sense approach. (Id. at p. 5.) Here, it is evident that the parties have settled their dispute over the essential element of controversy that gave rise to the filing of the unfair practice charge (instructional minutes).

After reviewing the entire record and the parties' settlement agreement, we are satisfied that the parties have settled the dispute which formed the basis of the unfair practice charge. Accordingly, we conclude that it would effectuate the purposes of EERA to grant all three aspects of the Association's request.

ORDER

Accordingly, it is hereby ORDERED that: (1) the unfair practice charge in Case No. SA-CE-1934-E is WITHDRAWN WITH PREJUDICE; (2) the complaint in Case No. SA-CE-1934-E is DISMISSED WITH PREJUDICE; and (3) the proposed decision in Case No. SA-CE-1934-E, issued on June 30, 2000, is VACATED.

Members Baker and Whitehead joined in this Decision.